

COMSEWOGUE PUBLIC LIBRARY

Bicycle Checkout Agreement & Rules (Form 1 of 2)

BORROWER IS TO READ FULL DOCUMENT, THEN IS TO DATE, PRINT NAME AND SIGN

Date: _____

Printed Name: _____ Adult Signature: _____ **(Sign at Library)**

Comsewogue Public Library ("CPL") is a lending library offering bicycles for checkout.

Long Island Bicycle Cooperative ("LIBC") is a service and equipment provider making available and maintaining the bicycle fleet.

A **Rider** is a person 18 years old or older.

I, as the Rider, am attesting with my signature above that I have read, understand, and agree to all the following statements:

- Riding a bicycle involves risks, dangers and hazards which may result in injury or death to myself and others as well as damage to property. There are risks associated with the use of any bicycle which cannot be predicted or avoided, and which are the sole responsibility of the rider.
- Before borrowing/renting a bicycle, I am required to consent to a *Waiver and Release Agreement*, which completely releases CPL and LIBC from any liability in connection with the rental use of bicycles.
- State and local laws require me to obey the rules of the road while riding a bicycle. There are state and local laws applying specifically to bicycle riders. I will follow all applicable state and local laws.
- Bicycles are machines that may malfunction, and such malfunctions may cause injury. Malfunctions may occur unexpectedly even if a bicycle is properly maintained. Before riding a CPL/LIBC bicycle, I will conduct a safety inspection of the bicycle, which includes checking for the following: proper tire pressure, trueness of the wheels (smooth spinning), safe brakes operation, and any signs of damage, excessive wear, or other mechanical problems or maintenance needs. I will not ride the bicycle if I notice any mechanical problem or other safety issue; I will notify CPL/LIBC of the problem.
- Wearing a properly fitted and fastened Snell, CPSC, ANSI or ASTM-certified helmet while cycling may protect against some injury or lessen the severity of an injury caused by impact to the head. Bicycle helmets are not 100% effective, will not protect against all head injuries and do not protect against other injuries. CPL/LIBC recommends all riders wear a properly fitted and sized (according to manufacturer's instructions) Snell, CPSC, ANSI or ASTM-approved helmet. The Library will not be responsible for any injury or loss sustained because of the non-use or improper use of a helmet.
- I must report all accidents and injuries involving a CPL/LIBC bicycle to competent authorities and to CPL as soon as possible.
- CPL does not provide or maintain places to ride bicycles and does not guarantee there will always be a safe place to ride a bicycle.
- Roads, bicycle lanes and bicycle routes may become dangerous due to weather, traffic, or other hazards.
- CPL/LIBC provides no warranties, express or implied, for the bicycles it makes available.
- CPL/LIBC requires that a Rider agrees to follow certain rules while using CPL/LIBC bicycles to promote the safe use of said bicycles by Riders. The rules shall not be construed as a waiver by CPL/LIBC of any term in this agreement. Riders are solely responsible for the safe operation of CPL/LIBC bicycles. Riders may need to take safety measures or precautions not specifically addressed in this Agreement.
- I will not ride a CPL/LIBC bicycle while wearing or carrying anything that impedes my ability to safely operate the bicycle.
- I will not carry a second person on a CPL/LIBC bicycle.
- I will not dismantle or modify a CPL/LIBC bicycle other than adjusting seat height.
- I will not add a trailer to a CPL/LIBC bicycle.
- I will not operate a CPL/LIBC bicycle while under the influence of alcohol, drugs or any other substance that could impair my ability to operate a bicycle.
- I will not use a CPL/LIBC bicycle in weather conditions, including rain, snow, extreme heat, or electrical storms, which make it more dangerous to ride a bicycle.
- I will not use a CPL/LIBC bicycle for racing, riding off-road, or any other use besides operation on public roads and designated public bicycle routes.
- I will pay for the replacement of lost or damaged equipment as follows: Lock: \$12 Key: \$5 Light: \$10 **(over)** 10/24

COMSEWOGUE PUBLIC LIBRARY
CPL/LIBC Waiver and Release (Form 2 of 2)

BORROWER IS TO READ WAIVER AND RELEASE, THEN IS TO DATE, PRINT NAME AND SIGN

I, _____, (“I” or “Rider”), wish to participate in the Bike Borrow Program (“Program”) offered by Comsewogue Public Library (“CPL”) and the Long Island Bicycle Cooperative (“LIBC”), whereby I may check out a bicycle through my CPL membership.

I am a competent bicycle operator, and I am sufficiently physically fit to operate a bicycle, which is a physical activity that may cause minor or major injuries or discomfort, or which may worsen underlying medical conditions or diseases. By choosing to ride a CPL/LIBC bicycle, I assume all responsibility for such injuries or other medical conditions. I have received any necessary medical clearances for such physical activity. CPL/LIBC is not responsible for injury, damage or liability resulting from my misrepresentation of competence or physical fitness to safely operate a bicycle.

In order to induce CPL/LIBC to allow me to participate in the Program, I HEREBY WAIVE AND RELEASE, indemnify and hold harmless and forever discharge CPL/LIBC and each of their agents, employees, officers, directors, affiliates, successors and assigns, as well as all other Program participants, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, property damage or death, that I ever had or may have, arising from or in any way related to my participation in the Program, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. If my use of a CPL/LIBC bicycle causes injury or damage to another person or property, I may be liable for such injury or damage and associated expenses. By choosing to ride a bicycle, I assume all responsibility for the risks, hazards, and dangers that it involves.

The nature of the activities has been fully disclosed and any flyer, advertisement, rules, or brochure relating to the activities is expressly made a part of this WAIVER AND RELEASE. CPL/LIBC is not responsible for any injury or damage resulting from (a) any of the risks, hazards and dangers described herein, (b) my failure to comply with my agreements herein, or (c) my failure to wear a properly fitting bicycle helmet while riding a CPL/LIBC bicycle.

I understand and agree that neither the Program providers nor the personnel arranging the Program are qualified to determine my physical condition or health and that it is my responsibility to consult a physician prior to my participation in the Program. I understand that bicycling should be engaged in only by people in good health. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained by me, or property, that I may have against CPL/LIBC related to such activity. I relinquish any right which I might otherwise have for payment of medical costs or other losses beyond whatever insurance I personally purchase or maintain.

The WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties, including an authorized officer of CPL/LIBC. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of CPL/LIBC whether by agreement, by operation of law, or otherwise.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me other than the opportunity for me to participate in the Program. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE in allowing me to participate in the Program.

I have carefully read the above terms, and I understand that this is an important legal document. I am entering into this agreement of my own free will. I am at least 18 years old and have the right, capacity, and ability to contract in my own name. I understand that the above terms apply to all my future CPL/LIBC bicycles, and I agree to all applicable terms. I acknowledge that CPL/LIBC has never expressly or implicitly assumed any responsibility for me or my actions in connection with my use of CPL/LIBC bicycles. Any controversy or claim arising out of this contract or alleged breach thereof shall be settled by binding arbitration administered by the American Arbitration Association.

Date: _____ **Printed Name:** _____ **Adult Signature:** _____ **(Sign at Library)** **(over)** 10/24